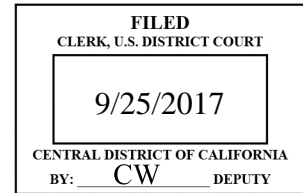


STEPHEN YAGMAN
475 Washington Boulevard
Venice Beach, California 90292-5287
(310) 452-3200

For Plaintiff



 **ORIGINAL**

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

STEPHEN YAGMAN,

Plaintiff,

v.

NATASSIA KELLY, et al.,

Defendants.

2:17-cv-06022-MWF(PJWx)

**NOTICE OF MOTION AND MOTION
FOR:
(1) SUMMARY ADJUDICATION OF
THE ISSUE OF BREACH OF
CONTRACT;
(2) PRELIMINARY INJUNCTION;
and,
(3) SPECIFIC PERFORMANCE;
MEMORANDUM OF POINTS AND
AUTHORITIES, DECLARATION,
AND EXHIBITS, IN SUPPORT
THEREOF, AND STATEMENT OF
UNCONTROVERTED FACTS AND
CONCLUSIONS OF LAW, AND
PROPOSED PRELIMINARY
INJUNCTION, FILED
CONCURRENTLY**

October 23, 2017
10:00 a.m.
Courtroom 5A

Judge Michael W. Fitzgerald

PLEASE TAKE NOTICE that on the date, at the time, and in the place set forth above, plaintiff's motion for summary adjudication of the breach of contract issue and for a preliminary injunction and specific performance will be heard, and

1 said motion is based on the grounds that there is no genuinely disputed issue of
2 material fact that plaintiff's contract of insurance among plaintiff and the insurer
3 defendants was breached by defendants, and that irreparable harm to plaintiff from
4 the continuing breach warrants both a preliminary injunction and an order of
5 specific performance.

6 The pre-motion filing conference of counsel was held more than seven days
7 before this motion will have been filed and the issues were not resolved.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**
3 **INTRODUCTION**

4 Plaintiff submits this memorandum of points and authorities in support of
5 his motion to summary adjudication of the issues that (1) plaintiff and defendants
6 Aetna, Coventry, and First Health Life & Health Insurance (for the purposes of the
7 instant motion, "defendants") were parties to a binding contract, called "First
8 Health Part D from Coventry Health Care, An Aetna Company, MedicareRx
9 Prescription Drug Coverage," *see* Exhibit 1 hereto (insurance card), (2) under
10 whose materials terms, (3) plaintiff promised to pay to defendants consideration of
11 a monthly premium of \$42.30, (4) in return for which defendants promised to pay
12 as the consideration plaintiff's prescription medications, (5) plaintiff timely paid
13 the monthly premiums through August 31, 2017, (6) defendants terminated
14 plaintiff's prescription medication coverage effective June 1, 2017, (7) defendants
15 had no contractual right to terminate plaintiff's coverage, (8) defendants had no
16 legal excuse to terminate the coverage, and (9) defendants materially breached the
17 contract of insurance.

18 Further, plaintiff seeks the equitable relief of specific performance and a
19 preliminary injunction to require defendants to perform under the contract, by re-
20 instating plaintiff's coverage.

21 **II.**
22 **DEFENDANTS MATERIALLY BREACHED THEIR CONTRACT WITH**
23 **PLAINTIFF.**

24 Defendants "have been [plaintiff's] primary insurance since January 1,
25 2017." Exhibit 2, ult. ¶. Declaration of Stephen Yagman ("Yagman Decl.).
26 The monthly premium amount was \$42.30. Exh. 3.

27 Plaintiff timely paid his premiums for January and February 2017. Exh. 3,
28 Yagman Decl.

1 Defendants did not pay for plaintiff's prescription medications for January
2 2017, in the sum of \$365.99, Exh. 2 (within box), and owed plaintiff part of this
3 amount until they reimbursed plaintiff in the sum of \$296.24 until after May 16,
4 2017, with a check bearing that date. Exh. 4. Until defendants paid that check to
5 plaintiff, plaintiff did not owe any premiums to defendants (in addition to the
6 January and February, 2017 premiums he previously had paid) because defendants
7 owed to plaintiff the \$296.24, which was more than seven months' worth of
8 premiums ($\$296.24 \div \$42.30 = 7.0033$), so that, having paid the January and
9 February, 2017 premiums, by May 16, 2017, plaintiff had paid nine months' worth
10 of premiums, January through September, 2017, and was not in default on his
11 premiums.

12 Therefore, it was only when defendant Aetna's May 16, 2017 check, in the
13 sum of \$296.24, Exh. 4, was received by plaintiff that plaintiff first owed March,
14 April, and May, 2017 premiums of \$42.30 per month, or to that date, total
15 premiums of \$126.90.

16 On May 9, 2017, plaintiff mailed to defendants a check in the sum of
17 \$126.90 (three months premiums, for March, April, and June, 2017), Yagman
18 Decl., Exh. 4, which defendants deposited into their Chase bank account on May
19 19, 2017, *ibid.*, so that as of May 19, 2017, plaintiff fully had paid his due
20 premiums until May 31, 2017.

21 On May 25, 2017, plaintiff paid three months premiums for June, July, and
22 August, 2017, Exh. 6, which defendants admit was "[a] check posted to the
23 [plaintiff's] account in the amount of \$126.90 on June 9, 2017." Exh. 7, p. 2, l. 6
24 (in which defendants also state, incorrectly, that they posted the first, May 9, 2017
25 check to plaintiff's account on June 3, 2017, when the back of that check shows
26 that defendants deposited the check to their Chase Bank on May 19, 2017).
27
28

1 Defendants provide a grace period within which payments due to them on
2 the first of the month are not "Past Due" until "After" the tenth of the month. Exh.
3 8.

4 Thus, plaintiff timely paid, and defendants had, and before they were owed
5 it, on a date after May 16, 2017 (when defendants reimbursed plaintiff for his out-
6 of-pocket costs, for his January 2017 prescriptions, for which defendants
7 inexplicably did not pay), plaintiff's March, April, and May, 2017 premiums,
8 which defendants deposited in their Chase Bank on May 19, 2017, as well as
9 plaintiff's June, July, and August, 2017 premiums, and by their own admission,
10 before the 10-day grace period ended, on June 10, 2017. Exh. 7.

11 The May 25 check was deposited by defendants on June 3, 2017 and cleared
12 plaintiff's bank on June 5, 2017. Exh. 6.

13 Notwithstanding all of the above indisputable facts, on June 1, 2017,
14 defendants ended plaintiff's coverage, Exh. 9, and then reiterated that on June 8
15 and June 9, 2017, Exhs. 10 & 11.

16 Thus, plaintiff's premiums each and all timely were paid and had by
17 defendants, defendants wrongfully terminated plaintiff's insurance, thereby
18 materially breached the contract, and had no excuse for doing so.

19 There is evidence of a contract and its breach and the court should so find.

20 It is hornbook law that when there is a valid contract and one party performs
21 by fulfilling its promises and then the other party refuses to fulfill its promises,
22 there is a breach of contract.

23 The elements of a cause of action for breach of contract are well established.
24 The California Supreme Court set forth those elements as "(1) the existence of the
25 contract, (2) plaintiff's performance or excuse for nonperformance, (3) defendant's
26 breach, and (4) the resulting damages to the plaintiff." *Oasis West Realty, LLC v.*
27 *Goldman* 51 Cal.4th 811, 821 (2011). Here, plaintiff was damaged at least by not
28 having his prescription medication funded and having to pay out of pocket for

1 some of those medications, for their list prices without insurance, which are
2 significantly higher than the insurance-discounted prices.

3 Since a cause of action for breach of contract requires proof of the following
4 elements, (1) existence of the contract, (2) plaintiff's performance or excuse for
5 nonperformance, (3) defendant's breach, and (4) damages to plaintiff as a result of
6 the breach, *Armstrong Petroleum Corp. v. Tri-Valley Oil & Gas. Co.*, (2004), 116
7 Cal.App. 4th 1375, 1391, n. 6 (2004), and since a plaintiff who moves for
8 adjudication as a matter of law on a contract claim is required to show both the fact
9 and amount of damages, *see e.g., Pajaro Valley Water Management Agency v.*
10 *McGrath*, 128 Cal.App.4th 1093, 1106 (2005), plaintiff sets forth that he has been
11 damaged in at least the sum of \$1,286.47, Yagman Decl., evidenced by Exh. 12,
12 collectively, for some prescription medications for which plaintiff recently has had
13 to pay out-of-pocket.

14 Since there can be no dispute that a valid contract existed, that plaintiff
15 performed, that defendants breached, and that the breach damaged plaintiff,
16 therefore, plaintiff is entitled to summary adjudication of the issue of breach.

17 **III.**
18 **SUMMARY ADJUDICATION OF THE CONTRACT ISSUE IS**
19 **WARRANTED.**

20 Application of the applicable summary adjudication law entitles plaintiff to
21 summary adjudication of the issue of breach, because no material facts are in
22 dispute.

23 On summary judgment, the moving party bears the initial burden of
24 demonstrating the absence of a "genuine issue of material fact for trial." *Anderson*
25 *v. Liberty Lobby, Inc.*, 477 U.S. 242, 256 (1986). A fact is material if it could affect
26 the outcome of the suit under the governing substantive law. *Id.* at 248. The burden
27 then shifts to the nonmoving party to establish, beyond the pleadings, that there is a
28 genuine issue for trial. *Celotex Corp. v. Catrett*, 477 U.S. 317, 324 (1986). Here,

1 plaintiff has met his burden of demonstrating that there is no genuine issue of
2 material fact for trial on the issue of breach of contract.

3
4 Former Rule 56(e) provided that when the moving party meets its burden,
5 the "adverse party may not rest upon the mere allegations or denials of the adverse
6 party's pleadings, but the adverse party's response, by affidavits or as otherwise
7 provided in this rule, must set forth specific facts showing that there is a genuine
8 issue for trial." This law has not changed. Summary judgment will be entered
9 against the non-moving party if that party does not present such specific facts. *Ibid.*
10 Only admissible evidence may be considered in deciding a motion for summary
11 judgment. *Id.*; *Beyene v. Coleman Sec. Serv., Inc.*, 854 F.2d 1179, 1181 (9th Cir.
12 1988). "Where the record taken as a whole could not lead a rational trier of fact to
13 find for the nonmoving party, there is no genuine issue for trial." *Matsushita Elec.*
14 *Indus. Co., Ltd. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986) (citation omitted).

15 IV.

16 **PLAINTIFF IS ENTITLED TO EQUITABLE RELIEF, BY WAY OF SPECIFIC PERFORMANCE AND A PRELIMINARY INJUNCTION.**

17 The traditional test requires that there be "(1) a strong likelihood of success
18 on the merits, (2) the possibility of irreparable injury to plaintiff if the preliminary
19 relief is not granted, (3) a balance of hardships favoring the plaintiff, and (4)
20 advancement of the public interest[.]" *Johnson v. California State Board of*
21 *Accountancy*, 72 F.3d 1427, 1430 (9th Cir. 1995) *overruled in part by Winter v.*
22 *Natural Res. Def. Council*, 555 U.S. 7, 20 (2008) (changing factor (2), so that
23 "possibility" now is "likely").

24 Here, there is a strong likelihood of success on the merits, *see supra*
25 regarding breach of contract claim, and there is continuing, irreparable harm to
26 plaintiff, who cannot fully afford to fund his prescription medications and will be
27 without all of them on a daily basis, the balance of hardships tips in favor of
28 plaintiff in this action, since the plaintiff is burdened by defendants' refusal to

1 perform under the contract and there would be no burden whatever on defendants
2 to perform.

3 Moreover, "an injunction is in the public interest," *Winter*, 555 U.S. at 20, at
4 least for the reasons that persons who have medical insurance should be able to
5 benefit from it, large corporations, like insurance companies, should not be
6 permitted by the courts to act in a flagrantly illegal manner, especially against
7 individuals who do not possess their resources, and it is in the public interest that
8 there be a healthy population, who should be medicated when that is necessary:
9 otherwise a burden will be put on hospitals and emergency rooms. It always is in
10 the public interest that the law be followed and that contracts be honored.

11 Under the so-called "alternative test," a party seeking injunctive relief must
12 demonstrate either (1) a combination of probable success on the merits and the
13 possibility (now likelihood) of irreparable injury, or (2) that serious questions are
14 raised and the balance of hardships tips sharply in the moving party's favor. *Stanley*
15 *v. Univ. of Southern California*, 13 F.3d 1313, 1319 (9th Cir. 1994). Plaintiff also
16 meets this test because he has shown probable success on the merits and the
17 likelihood, indeed the actuality, of irreparable harm is present.

18 Taken as a whole, these requirements construct "a sliding scale in which the
19 required degree of irreparable harm increases as the probability of success
20 decreases." *MAI Systems Corp. v. Peak Computer, Inc.*, 991 F.2d 511, 516 (9th
21 Cir. 1993) (citations and internal quotation marks omitted). Conversely, *mutatis*
22 *mutandis*, and/or by *modus tollens*, as the probability of success increases the
23 required degree of irreparable harm decreases. Here, there is probability of
24 complete success so that the degree of irreparable harm decreases.

25 Under the test for injunctive relief, a moving party must show that there is a
26 fair chance of success on the merits. *Stanley*, 13 F.3d at 1319. Likewise,
27 "[u]nder either formulation of the test, a party seeking an injunction must
28 demonstrate that it will be exposed to some significant risk of irreparable injury."

1 *Associated General Contractors v. Coalition for Economic Equity*, 950 F.2d 1401,
2 1410 (9th Cir. 1991). Here, a significant risk of irreparable injury is shown.

3 Defendants continue to act in breach of contract, without any legal authority
4 and contrary to controlling legal authority, and continue to force plaintiff either to
5 go without any medication or to pay for his own medications, and plaintiff has
6 demonstrated that he is entitled to a preliminary injunction to require defendants to
7 comply with the obligations of their contract of insurance.

8 Plaintiff is entitled to injunctive relief and has demonstrated that he has
9 standing to sue and to seek injunctive relief pursuant to 28 U.S.C. § 1651.

10 Standing questions arise as a result of constitutional and prudential
11 limitations on the scope of federal jurisdiction. *Bennett v. Spear*, 520 U.S. 154, 162
12 (1997) (citing *Warth v. Selden*, 422 U.S. 490, 498 (1975)). To satisfy the
13 minimum constitutional requirements for standing under the Case or Controversy
14 requirement of Article III,

15
16 [f]irst, the plaintiff must have suffered an injury in fact - an invasion of a
17 legally-protected interest which is (a) concrete and particularized and (b)
18 actual or imminent, not conjectural or hypothetical. Second, there must be a
19 causal connection between the injury and the conduct complained of - the
20 injury has to be fairly traceable to the challenged action of the defendant,
21 and not the result of the independent action of some third party not before
the court. Third, it must be likely, as opposed to merely speculative, that the
injury will be redressed by a favorable decision.

22 *Lujan v Defenders of Wildlife*, 504 U.S. 555, 560-61 (1992); *see also*, *United Food*
23 *and Commercial Workers Union Local 751 v. Brown Group, Inc.*, 517 U.S. 544,
24 551 (1996). Here, the underlying injury and the injury in fact are having to pay
25 for medications or to go without them, and therefore, the *Lujan* test is met. "The
26 necessity that the plaintiff who seeks to invoke judicial power stands to profit in
27 some personal interest remains an Art. III requirement." *Simon v Eastern*
28 *Kentucky Welfare Rights Organization*, 426 U.S. 26, 39 (1976). Here, plaintiff

1 stands to profit in his personal interest by not having to go without medication or
2 not having to pay for medication.

3 As to the "injury-in-fact requirement of the standing test, the Ninth Circuit
4 has held that in order to establish standing to seek injunctive relief,

5
6 [a] plaintiff[] must demonstrate that a credible threat exists that they will
7 again be subject to the specific injury for which they seek injunctive or
8 declaratory relief. [] A reasonable showing of a sufficient likelihood that the
9 plaintiff will be injured again is necessary. [] The mere physical or
10 theoretical possibility of a challenged action again affecting the plaintiff is
11 not sufficient. [] There must be a demonstrated probability that the plaintiff
12 will again be among those injured

13 *Nelsen v. King County*, 895 F.2d 1248, 1250-51 (9th Cir. 1990) (citations and
14 internal quotation marks largely omitted). Here, there is a continuing injury.

15 Therefore, based on the record, plaintiff is entitled to injunctive relief -- that
16 defendants re-instate plaintiff's prescription medication insurance and then
17 continue to fund plaintiff's prescription medications. The injunction does not seek
18 to compensate plaintiff, but to "give the plaintiff the very thing to which he was
19 entitled[,]". *Bowen v. Massachusetts*, 487 U.S. 879, 895 (1988), since plaintiff
20 seeks specific relief. *See also Dep't of the Army v. Blue Fox, Inc.*, 525 U.S. 255,
21 261 (1999). Therefore, such relief is not money damages.


22 "The remedy that [the plaintiff] seeks . . . is [for] specific performance of the
23 . . . contract." *Tucson Airport Auth. v. Gen. Dynamics Corp.*, 136 F.3d 641, 645
24 (9th Cir. 1988). Specific performance is a remedy for breach of contract. *Rogers*
25 *v. Davis*, 28 Cal.App. 4th 1215, 1218 n. 2 (1994).

26 Because plaintiff has fulfilled the legal criteria for a preliminary injunction,
27 *a fortiori*, he is entitled to an order of specific performance.

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Respectfully submitted,


STEPHEN YAGMAN

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DECLARATION OF STEPHEN YAGMAN

I, Stephen Yagman, declare the following to be true under the penalty of perjury at Venice Beach, California, pursuant to 28 U.S.C. § 1746, on the date set forth below my signature hereinbelow.

1. I am the plaintiff in this action.

2. I drafted the preceding memorandum and know the facts set forth in it to be true from my personal knowledge and I incorporate them herein to render them admissible in evidence.

3. All of the exhibits submitted with the instant motion are true copies of their originals.

4. The prescription medication receipts, submitted as Exhibit 12, set forth a partial listing of out-of-pocket sums that total \$1,286.47, and set forth some of the monetary damages that I have incurred as a direct result of defendants' breach of its contract to insure me for prescription medications.

5. I shall continue to have to pay approximately \$700 per month out-of-pocket because I presently I am uninsured for necessary prescription medications that I cannot go without, such as Synthroid (for low thyroid disease), Irbesartan, Amlodipine, Isosorbide Mononitrate, and Metoprolol (for extreme hypertension), and Metformin and Invokana (for diabetes), and when, due to defendants' refusal to honor their contract of insurance, I have been unable to purchase these medications, and I have felt physically unwell, dizzy, lacking in energy, fearful, frightened, none of which symptoms I experience when I properly am medicated, and these circumstances are a foreseeable consequence of defendants having wrongfully terminated my insurance, and having wrongfully refused to re-instate it, when I asked them to do so on several occasions from June 1, 2017 until June 15, 2017, defendants having refused all of my requests. I also require Ambien CR to sleep and Compazine to address nausea, I am out of both medications and

1 cannot afford to purchase them. The result of this is that I am unable to sleep at
2 night for three to four nights a week and am very tired the next day, and when I
3 become nauseous about once a week, I must endure the nausea and am unable to
4 function as a result of the nausea.

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EXHIBITS 1-12

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EXHIBIT 1

First Health Life & Health Insurance Company



Plan Type: FIRST HEALTH PART D VALUE PLUS

RxBIN: 610502

RxPCN: MEDDAET

RxGrp: RXAETD

Issuer: (80840) 9151014609

ID #: 90865964401

Name: STEPHEN YAGMAN

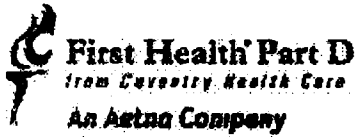
Issue date: 02/15/2017

MedicareRx
Prescription Drug Coverage

CMS-55768-155

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EXHIBIT 2



P.O. Box 14579
Lexington, KY 40512

April 24, 2017

Stephen Yagman
475 Washington Blvd
Venice, CA 90292

Re: Member name: Stephen Yagman
 Member ID: 90865994401
 Appeal number: 17108451774
 Request type: Reimbursement

Dear Stephen Yagman:

Here's our decision on your appeal

We approved your request to cover the prescription(s) below:

Date of service	Prescription	Amount
January 02, 2017	Multiple Drugs	\$365.99

How this affects you

This approval is good until January 14, 2017.

Important information about your approval

Important information about your approval:

We've been your primary insurance since January 1, 2017. Humana was your insurer last year. They covered these prescriptions in error between January 2, 2017 and January 14, 2017:

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EXHIBIT 3

0000633 11-24
Office AU # 1210(8)
Remitter: STEPHEN YAGMAN
Purchaser: STEPHEN YAGMAN
Purchaser Account: 5003073904
Operator I.D.: u322064 u406924
Funding Source: Cash

PERSONAL MONEY ORDER

SERIAL #: 0063313614
ACCOUNT#: 4861-505360

March 18, 2017

PAY TO THE ORDER OF *****FIRST HEALTH *****

*****Eighty-four dollars and 60 cents*****

****\$84.60****

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
514 WASHINGTON BLVD
MARINA DEL REY, CA 90292
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF STOP PAYMENT IS PLACED ON THIS
INSTRUMENT, WELLS FARGO BANK MAY IMPOSE A WAITING
PERIOD BEFORE ISSUING A REPLACEMENT OR REFUND.


VOID IF OVER US \$ 84.60

NON-NEGOTIABLE

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EXHIBIT 4

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS  A BLUE BACKGROUND AND MICROPRINTING IN THE BORDER

aetna
Aetna Pharmacy Management

Aetna Pharmacy Management
P.O. Box 52115
Phoenix, AZ 85072-2115

56-382
412

CHECK NO.: 620152254
CHECK DATE: 05/16/2017

Wells Fargo Bank, N.A.
115 Hospital Drive
Van Wert, OH 45891

AMOUNT
*****\$ 296.24

VOID AFTER 180 DAYS

PAY Two Hundred Ninety Six & 24/100 Dollars

TO THE STEPHEN YAGMAN
ORDER OF 475 WASHINGTON BLVD

VENICE CA 90292

Medicare



DO NOT CASH IF WATERMARK IS NOT PRESENT ON THE REVERSE SIDE OF THIS DOCUMENT - HOLD AT AN ANGLE TO VIEW

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EXHIBIT 5

0000633 11-24
Office AU # 1210(8)

PERSONAL MONEY ORDER

SERIAL #: 0063313643
ACCOUNT#: 4861-505360

Remitter: STEPHEN YAGMAN
Purchaser: STEPHEN YAGMAN
Purchaser Account: 5003073004
Operator I.D.: u522064 cu017506
Funding Source: Paper Items(s)
PAY TO THE ORDER OF ***FIRST HEALTH***

May 09, 2017

One hundred twenty-six dollars and 90 cents

\$126.90

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
514 WASHINGTON BLVD
MARINA DEL REY, CA 90292
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER—IF STOP PAYMENT IS PLACED ON THIS
INSTRUMENT, WELLS FARGO BANK MAY IMPOSE A WAITING
PERIOD BEFORE ISSUING A REPLACEMENT OR REFUND.

VOID IF OVER US \$ 126.90

NON-NEGOTIABLE

Purchaser Copy

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Ci
VIEWPOINTE	20170608	63313643	10700543	4861505360	000060	126.90	8513700430	

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0000633 Office AU #	11-24 1210(6)	PERSONAL MONEY ORDER		0063313643
Remitter: STEPHEN YAGMAN Operator I.D.: 0022064		908659944		
PAY TO THE ORDER OF		***FIRST HEALTH***		May 09, 2017
One hundred twenty-six dollars and 90 cents				***\$126.90**
Payee Address: Memo:	11313948 35768 6555	EXPRESS	VOID IF OVER US \$ 126.90	
WELLS FARGO BANK, N.A. 514 WASHINGTON BLVD MARINA DEL REY, CA 90291 FOR INQUIRIES CALL (480) 394-3122		Signature		
#0063313643# 12100024814861 505360#				

0188213143

11313948 90	FH PART: 06555
Check21-FOR DEPOSIT	CHASE
REGULUS-CHI	708354105 060817
995313 92	995313 1 4 80
905677 -16 05/19/2017 14 00	

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6/30/2017

<u>Site</u>	<u>Paid Date</u>	<u>Serial</u>	<u>Routing</u>	<u>Account</u>	<u>PC</u>	<u>Amount</u>	<u>Sequence #</u>	<u>C:</u>
VIEWPOINTE	20170509	63313643	10700543	4861505360	000039	126.90	2044655571	

Wells Fargo Bank Personal Money Order Credit Copy

Date Issued: 05/09/17
Serial Number: 0063313643
Account: 5003073904
Purchaser: STEPHEN YAGMAN

\$126.90

One hundred twenty-six dollars and 90 cents

CB, AU, Sequence Num: 12 0000633 0074
Date and Time: 05/09/17 02:30 PM

Pay to the Order of: FIRST HEALTH

Payee Address: ,

Wells Fargo Bank, N.A.

Electronically generated image

2044655571

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6/30/2017

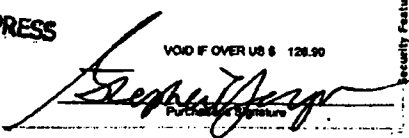
Date: June 12, 2017

Wells Fargo PhotoCopy
Request

Page 2 of 2

Reference: 2000993675716:2000993681716:2000993681716

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK

0000633 Office AU #	11-24 1210(8)	PERSONAL MONEY ORDER	0063313643
Remitter: STEPHEN YAGMAN Operator I.D.: u622044	908659944 cu817506		
PAY TO THE ORDER OF	***FIRST HEALTH***		May 09, 2017
One hundred twenty-six dollars and 90 cents			***\$126.90**
Payee Address: Memo:	11313948 35768 6555	EXPRESS	VOID IF OVER US \$ 126.90
WELLS FARGO BANK, N.A. 514 WASHINGTON BLVD MARINA DEL REY, CA 90292 FOR INQUIRIES CALL (800) 394-3122			
			
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Security Features Included. Details on Back.

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Processing Date 20170608
Amount 126.90
Check Number 63313643

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EXHIBIT 6

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This is a LEGAL COPY of your
check. You can use it the same way
you would use the original check.

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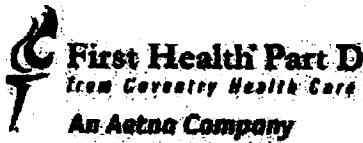
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KAREN D MATTOX 475 WASHINGTON BLVD. MARINA DEL REY, CA 90292-6287		90-3582/1222	664
Date _____			
PAY TO THE ORDER OF	First Health Part D	\$	126.90
One hundred & twenty six dollars & 90/100			
usbank.			
Memo _____			
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EXHIBIT 7



P.O. Box 14579
Lexington, KY 40512

June 26, 2017

Stephen Yagman
475 Washington Blvd
Venice, CA 90292

Member ID Number: 90865994401

Dear Stephen Yagman:

This letter is in response to your grievance (complaint) that you filed with us on June 08, 2017.

Based upon our review, Your monthly premium is \$42.30.

All premium payments are due the first of the month and considered late after the tenth of the month. If payment is not received by the tenth, the member is subject to the dunning process, unless they are excluded members.

You were also given a three month grace period to pay your balance to prevent being disenrolled from your Medicare plan. In this grace period we send you out letters to inform you of your past due balance. If payment for the months in demand is not sent in full by the last day of the grace period, as stated in the letters, you will be disenrolled.

On March 15, 2017, we sent you a Dunning Letter stating our records indicated we hadn't received payment as of March 10, 2017. The letter stated if we didn't receive payment by May 31, 2017 you would be disenrolled. The letter informed you that in order to avoid disenrollment, you must pay \$126.90 and if we didn't receive payment by May 31, 2017 you would be disenrolled beginning June 1, 2017.

Y0001_3033_7527_NM 06/2016

A check was posted to the account in the amount of \$84.60 on March 24, 2017.

On April 13, 2017, we sent you a Premium Reminder Letter stating that your premium was past due. The letter stated that if you didn't pay by May 31, 2017, we would disenroll you from the plan. The letter informed you that the amount due to avoid disenrollment was \$84.60.

On May 16, 2017, we sent you a Premium Reminder Letter stating that your premium was past due. The letter stated that if you didn't pay by May 31, 2017, we would disenroll you from the plan. The letter informed you that the amount due to avoid disenrollment was \$42.30 and that the total account balance was \$126.90.

We did not receive payment by May 31, 2017 and you were disenrolled from the plan effective May 31, 2017.

A check posted to the account in the amount of \$126.90 on June 3, 2017.

A check posted to the account in the amount of \$126.90 on June 9, 2017.

There is nothing indicating that you made your payment to the plan by May 31, 2017.

Please accept our apologies about the service you received. Coventry expects that our members are given accurate information in a professional, friendly and timely manner. We appreciate your feedback as we are always looking for ways to improve our plan..

We're here to help you

If you need more information about our response, call me at: **412-604-2402**. If you have other benefit questions, call Member Services at **1-844-233-1938 (TTY: 711)**. We're open 24 hours a day, 7 days a week.

Thank you for your concern.

Chelsea Jeffers
Complaint Analyst
Medicare Complaint Team

Y0001_3033_7527_NM 06/2016

Aetna Medicare is a PDP, HMO, PPO plan with a Medicare contract. Our SNPs also have contracts with State Medicaid programs. Enrollment in our plans depends on contract renewal. This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments, and restrictions may apply. Benefits, formulary, pharmacy network, provider network, premium and/or co-payments/co-insurance may change on January 1 of each year. You must continue to pay your Medicare Part B premium. The Part B premium is covered for full-dual members. See Evidence of Coverage for a complete description of plan benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by service area.

Out-of-network/non-contracted providers are under no obligation to treat Aetna members, except in emergency situations. For a decision about whether we will cover an out-of-network service, we encourage you or your provider to ask us for a pre-service organization determination before you receive the service. Please call our customer service number or see your Evidence of Coverage for more information, including the cost-sharing that applies to out-of-network services.

Aetna complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. ATTENTION: If you speak a language other than English, free language assistance services are available. Visit our website at www.aetnamedicare.com or call the phone number on your member identification card.

ESPAÑOL (SPANISH):

ATENCIÓN: Si usted habla español, se encuentran disponibles servicios gratuitos de asistencia de idiomas. Visite nuestro sitio web en www.aetnamedicare.com o llame al número de teléfono que se indica en su tarjeta de identificación de afiliado.

繁體中文 (CHINESE):

請注意：如果您說中文，您可以獲得免費的語言協助服務。請造訪我們的網站 www.aetnamedicare.com 或致電您的會員卡上的電話號碼。

©2016 Aetna Inc.

Y0001_3033_7527_NM 06/2016

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EXHIBIT 8

	Date Due	Past Due After	Member ID	908659944
±	MAR 1, 2017	MAR 10, 2017	Account Number	11313948
0			Amount Due	\$42.30

STEPHEN YAGMAN
475 WASHINGTON BLVD
VENICE CA 90292-5287

Amount
Enclosed

\$

Make check payable to:

**Questions? Call Member
Services 1-888-736-0487**

First Health Part D
P.O. Box 6555
Carol Stream IL 60197-6555

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EXHIBIT 9

FIRST HEALTH PART D
2222 EWING RD
MOON TOWNSHIP PA 15108-3298



5079257-551-1 1 2 *****AUTO**MIXED AADC 270



STEPHEN YAGMAN
475 WASHINGTON BLVD
VENICE CA 90292-5287

06/01/2017

Member ID: 908659944

Your prescription drug coverage is ending

On 5/15/2017 we let you know we didn't get your plan premium. The letter said you need to pay \$42.30 by 05/31/2017 to keep your coverage.

Since we didn't get your payment by that date, we asked Medicare to disenroll you. Beginning 06/01/2017, you won't have prescription drug coverage.

Although your coverage is ending, you still owe \$126.90 for your plan premiums. This is for the time you were a member in our plan. You can send your payment to the address below. If you'd like to set up a payment plan, just call us.

First Health Part D
P.O. BOX 6555
Carol Stream IL 60197-6555

You have other options to pay the past due amount

- **Call us.** You can make a payment over the phone. Simply call us at 1-866-315-8603.
- **Pay online.** Visit www.coventry-medicare.com/en/for-members/pay-medicare-premium.html.

This letter only applies to your prescription drug benefits. Your other Medicare plans and benefits aren't affected by your loss of coverage from us.

When you can get prescription drug coverage

Generally, you can only enroll or change your prescription drug coverage during Medicare's Annual Enrollment Period (October 15 – December 7). Outside of this time, you usually can't make changes or enroll in a plan unless you qualify for a Special Enrollment Period. For example, if you move out of First Health Part D's service area, want

You're losing your prescription drug coverage

7-1-066-0760ENG

FIRST HEALTH PART D
2222 EWING RD
MOON TOWNSHIP PA 15108-3298



5098520-536-1 1 2 *****AUTO**MIXED AADC 270



STEPHEN YAGMAN
475 WASHINGTON BLVD
VENICE CA 90292-5287

06/08/2017

Member ID: 908659944

Your prescription drug coverage has ended

We previously let you know your coverage with us will end on 05/31/2017. This is because you didn't pay your plan premium. Medicare approved our request to disenroll you from First Health Part D. Beginning 06/01/2017, we won't cover your prescription drugs.

Although your coverage has ended, you still owe \$126.90 for your plan premiums. This is for the time you were a member in our plan. You can send your payment to the address below. If you'd like to set up a payment plan, just call us.

First Health Part D
P.O. BOX 6555
Carol Stream, IL 60197-6555

You have other options to pay the past due amount

- **Call us.** You can make a payment over the phone. Simply call us at 866-315-8603.
- **Pay online.** Visit www.coventry-medicare.com/en/for-members/pay-medicare-premium.html.

This letter only applies to your First Health Part D benefits. Your other Medicare plans and benefits aren't affected by your loss of coverage from us.

When you can get prescription drug coverage

Generally, you can only enroll or change your prescription drug coverage during Medicare's Annual Enrollment Period (October 15 – December 7). Outside of this time, you usually can't make changes or enroll in a plan unless you qualify for a Special Enrollment Period. For example, if you move out of First Health Part D's service area, want to join a plan in your area with a 5-star rating, or qualify for Extra Help with your prescription drug costs.

You no longer have prescription drug coverage

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EXHIBIT 11

First Health Part D
2222 EWING RD
MOON TOWNSHIP PA 15108-3298



6/9/2017

5104135 1410CVUD 16 1 1 1



STEPHEN YAGMAN
475 WASHINGTON BLVD
VENICE CA 90292-5287



Member ID: 908659944

Re: Notice on Unfavorable Good Cause Determination for Disenrollment Due to Nonpayment of Plan Premiums

Dear MR. YAGMAN:

We reviewed your request to get your coverage back, and your request has been denied. This is because your request doesn't meet the criteria for reinstatement. This means you'll remain disenrolled from your plan. This decision is final, and can't be appealed.

You are still responsible for paying the plan premiums you owed at the time you were disenrolled.

When can I get Part D coverage?

Medicare limits when you can make changes to your coverage. **From October 15 through December 7 each year**, you can enroll in a new Medicare Prescription Drug Plan or Medicare health plan for the following year. You may not enroll in a new plan during other times of the year unless you meet certain special exceptions, such as you move out of First Health Part D's service area, want to join a plan in your area with a 5-star rating, or you qualify for extra help with your prescription drug costs.

Please remember, if you don't have other creditable coverage (prescription drug coverage that is expected to pay on average as much as Medicare), you may have to pay a Part D late enrollment penalty if you enroll in Medicare prescription drug coverage in the future.

Can I get help paying my premiums and other out-of-pocket costs?

People with limited incomes may qualify for extra help to pay for their prescription drug costs. If you qualify, Medicare could pay for 75% or more of your drug costs including monthly prescription drug premiums, annual deductibles, and co-insurance. Additionally, those who qualify won't have a coverage gap or a Part D late enrollment penalty. Many people qualify for these savings and don't even know it. For more information about this extra help, contact your local Social Security office, or call Social Security at

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EXHIBIT 12

your doctor. If you are 65 or older, use this drug with care. You could have more side effects. This drug may harm to the unborn baby if you take it while you are pregnant. If you are pregnant or you get pregnant while taking this drug, call your doctor right away.

POSSIBLE SIDE EFFECTS: WHAT ARE SOME SIDE EFFECTS THAT

STEPHEN YAGMAN

RX # 0896521-07070

DATE: 06/16/17

INVOKANA 100MG TABLETS

QTY: 30 PARTIAL REFILL BEFORE 03/23/18

Copy NDC: 50458-0140-30

Retail Price: \$523.99 Your Insurance Saved You: \$60.04 **\$ 463.95**

MFG: JANSSEN
JJJ/YAR/YAR/JJK/JJK

PLAN: NMHC
GROUP# GRXP351
CLAIM REF# 171674162430023995

4009 LINCOLN BLVD MARINA DEL REY, CA 90292
PH: (310)823-7152

Customer
Receipt

Pharmacy use only

FRI 11:02AM
Copy

INVOKANA 100MG TABLETS
50458-0140-30
ALPHA

STEPHEN YAGMAN

RX # 0896521-07070

DATE: 06/16/17

INVOKANA 100MG TABLETS

QTY: 30 PARTIAL REFILL BEFORE 03/23/18

Copy NDC: 50458-0140-30

Retail Price: \$523.99 Your Insurance Saved You: \$60.04 **\$ 463.95**

MFG: JANSSEN
JJJ/YAR/YAR/JJK/JJK

PLAN: NMHC
GROUP# GRXP351
CLAIM REF# 171674162430023995

4009 LINCOLN BLVD MARINA DEL REY, CA 90292
PH: (310)823-7152

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Receipt



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QTY 30

SNAP

JJK/YAR/YAR/JJK/JJK

Med Guide

urine, change in how much urine is passed, blood in the urine, or
big weight gain. Signs of a high potassium level like a heartbeat
that does not feel normal; change in thinking clearly and with logic;
feeling weak, lightheaded, or dizzy; feel like passing out; numbness

STEPHEN YAGMAN

RX # 0899051-07070

DATE: 06/27/17

IRBESARTAN 300MG TABLETS

QTY: 30 PARTIAL REFILL BEFORE 03/23/18

Copy NDC: 59746-0449-90

Retail Price: \$113.99 Your Insurance Saved You: \$11.61 **\$ 102.38**

MFG: CADISTA
JJJ/JJK/JJK/ JJK

PLAN: UNARX
GROUP# UNA4105
CLAIM REF# 171784194503017998

4009 LINCOLN BLVD MARINA DEL REY, CA 90292
PH: (310)823-7152

Customer
Receipt

Pharmacy use only

TUE 11:06AM
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IRBESARTAN 300MG TABLETS
59746-0449-90
ALPHA

STEPHEN YAGMAN

RX # 0899051-07070

DATE: 06/27/17

IRBESARTAN 300MG TABLETS

QTY: 30 PARTIAL REFILL BEFORE 03/23/18

Copy NDC: 59746-0449-90

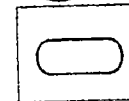
Retail Price: \$113.99 Your Insurance Saved You: \$11.61 **\$ 102.38**

MFG: CADISTA
JJJ/JJK/JJK/ JJK

PLAN: UNARX
GROUP# UNA4105
CLAIM REF# 171784194503017998

4009 LINCOLN BLVD MARINA DEL REY, CA 90292
PH: (310)823-7152

Duplicate
Receipt



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JJK/JJK/JJK/ JJK

effects. Tell your doctor if you are pregnant or plan on getting
pregnant. You will need to talk about the benefits and risks of using
this drug while you are pregnant. Tell your doctor if you are
breast-feeding. You will need to talk about any risks to your baby.

POSSIBLE SIDE EFFECTS: WHAT ARE SOME SIDE EFFECTS THAT
I NEED TO CALL MY DOCTOR ABOUT RIGHT AWAY?
WARNING/CAUTION: Even though it may be rare, some people may
have very bad and sometimes deadly side effects when taking a drug.
Tell your doctor or get medical help right away if you have any of
the following signs or symptoms that may be related to a very bad
side effect: Signs of an allergic reaction, like rash; hives;
itching; red, swollen, blistered, or peeling skin with or without
fever; wheezing; tightness in the chest or throat; trouble breathing

STEPHEN YAGMAN

RX # 0899052-07070

DATE: 06/27/17

METFORMIN 500MG TABLETS

QTY: 60 PARTIAL REFILL BEFORE 03/23/18

Copy NDC: 23155-0102-05

\$ 23.99

STEPHEN YAGMAN

RX # 0899052-07070

DATE: 06/27/17

METFORMIN 500MG TABLETS

QTY: 60 PARTIAL REFILL BEFORE 03/23/18

Copy NDC: 23155-0102-05

\$ 23.99

UPT. 8718 677 104 2100450

Med Guide

PLAN: UNARX
GROUP# UNA4105
CLAIM REF# 171984529755018999

I NEED TO CALL MY DOCTOR ABOUT RIGHT Y?
 WARNING/CAUTION: Even though it may be safe, some people may have very bad and sometimes deadly side effects when taking a drug. Tell your doctor or get medical help right away if you have any of the following signs or symptoms that may be related to a very bad side effect: Signs of an allergic reaction, like rash; hives; itching; red, swollen, blistered, or peeling skin with or without fever; wheezing; tightness in the chest or throat; trouble breathing

STEPHEN YAGMAN

RX # 0903963-07070

DATE: 07/17/17

METFORMIN 500MG TABLETS

QTY: 120 PARTIAL REFILL BEFORE 03/23/18
 Copy NDC: 00378-7185-05

\$ 41.99

MFG: MYLAN
 ASG/ASG/ASG/ASG/AARON

4009 LINCOLN BLVD MARINA DEL REY, CA 90292
 PH: (310)823-7152

Customer Receipt

Pharmacy use only

MON 12:03PM
 Copy

METFORMIN 500MG TABLETS
 00378-7185-05
 FAST RACK

STEPHEN YAGMAN

RX # 0903963-07070

DATE: 07/17/17

METFORMIN 500MG TABLETS

QTY: 120 PARTIAL REFILL BEFORE 03/23/18
 Copy NDC: 00378-7185-05

\$ 41.99

MFG: MYLAN
 ASG/ASG/ASG/ASG/AARON

4009 LINCOLN BLVD MARINA DEL REY, CA 90292
 PH: (310)823-7152

Duplicate Receipt

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WARNING/CAUTION: Even though it may be safe, some people may have very bad and sometimes deadly side effects when taking a drug. Tell your doctor or get medical help right away if you have any of the following signs or symptoms that may be related to a very bad side effect: Signs of an allergic reaction, like rash; hives; itching; red, swollen, blistered, or peeling skin with or without fever; wheezing; tightness in the chest or throat; trouble breathing or talking; unusual hoarseness; or swelling of the mouth, face, lips, tongue, or throat. Signs of kidney problems like unable to pass urine, change in how much urine is passed, blood in the urine, or a big weight gain. Signs of a high potassium level like a heartbeat that does not feel normal; change in thinking clearly and with logic; feeling weak, lightheaded, or dizzy; feel like passing out; numbness

STEPHEN YAGMAN

RX # 0899051-07070

DATE: 07/17/17

IRBESARTAN 300MG TABLETS

QTY: 30 PARTIAL REFILL BEFORE 03/23/18
 Refill NDC: 59746-0449-90
 Retail Price: \$113.99 Your Insurance Saved You: \$11.61

\$ 102.38

MFG: CADISTA
 JVS/MDS/MDS/ /MDS
 PLAN: UNARX
 GROUP# UNA4105
 CLAIM REF# 171984523230022999

4009 LINCOLN BLVD MARINA DEL REY, CA 90292
 PH: (310)823-7152

Customer Receipt

Pharmacy use only

MON 12:03PM
 Refill

IRBESARTAN 300MG TABLETS
 59746-0449-90
 ALPHA

STEPHEN YAGMAN

RX # 0899051-07070

DATE: 07/17/17

IRBESARTAN 300MG TABLETS

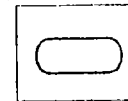
QTY: 30 PARTIAL REFILL BEFORE 03/23/18
 Refill NDC: 59746-0449-90
 Retail Price: \$113.99 Your Insurance Saved You: \$11.61

\$ 102.38

MFG: CADISTA
 JVS/MDS/MDS/ /MDS
 PLAN: UNARX
 GROUP# UNA4105
 CLAIM REF# 171984523230022999

4009 LINCOLN BLVD MARINA DEL REY, CA 90292
 PH: (310)823-7152

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JVS/MDS/MDS/ /MDS

STEPHEN YAGMAN

RX # 0911829-07070

DATE: 08/17/17

METOPROLOL ER SUCCINATE 50MG TABS

QTY: 30 3+ REFILLS BEFORE 08/16/18
 New NDC: 49884-0826-01
 Retail Price: \$40.99 Your Insurance Saved You: \$ 7.49

\$ 33.50

MFG: PAR
 ABF/ASG/ASG/ASG/AARON
 PLAN: UNARX
 GROUP# UNA4105
 CLAIM REF# 172295244770005998

4009 LINCOLN BLVD MARINA DEL REY, CA 90292
 PH: (310)823-7152

Customer Receipt

METOPROLOL ER SUCCINATE 50MG TABS

QTY: 30 3+ REFILLS BEFORE 08/16/18
 New NDC: 49884-0826-01
 Retail Price: \$40.99 Your Insurance Saved You: \$ 7.49

\$ 33.50

MFG: PAR
 ABF/ASG/ASG/ASG/AARON
 PLAN: UNARX
 GROUP# UNA4105
 CLAIM REF# 172295244770005998

4009 LINCOLN BLVD MARINA DEL REY, CA 90292
 PH: (310)823-7152

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